COT 27 2017

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Master Service Agreement

Contract Number 1101-0203

This Master Service Agreement is made and entered into of this 3rd day of February, 2011, between Sun Microwave, Inc., a California Corporation ("Sun") with its principal place of business located at 13868 Little Creek Lane, Valley Center, CA 92082 and a Kings Canyon Unified School District ("District") with its principal facility located at 675 West Manning Ave., Reedley, CA 93654.

- 1. The parties anticipate that the District may, in the District's sole discretion, issue a Service Order describing the specific services which the District desires to purchase from Sun and which sets forth the prices, duration and other details. The initial Service Order is attached hereto as Exhibit A. One or more Service orders may be subject to the terms and conditions of this Master Service Agreement and all Service Orders incorporated the terms set forth herein for the duration of the Service Order. If a Service Order is accepted in writing by an authorized representative of Sun, it shall supersede any and all prior agreements excluding this Master Service Agreement or understandings with respect to the service described therein and shall comprise the full and final agreement of the Parties. No term or condition hereof shall be modified except by written agreement of both Parties. As used in this document, the word "Term" shall mean the duration of the Service Order and all Service Orders shall incorporate the terms and conditions of this Master Service Agreement. The word "Agreement" shall apply to all promises, terms and conditions of the Parties, whether contained in the Master Service Agreement or a Service Order.
- The Term of this Agreement shall be as set forth in the Service Order and shall extend thereafter 2. until terminated by either Party upon no less than 90 days' prior written notice. However, Sun may terminate this Agreement or suspend service hereunder at any time upon: a) any failure of the District to pay any undisputed amount(s) as provided in this Agreement, b) any breach by the District of any material provision of this Agreement continuing for thirty (30) days after receipt of notice thereof, c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to the District, or d) any governmental prohibition or required alteration of services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve the District of its obligation to pay any charges incurred hereunder prior to such termination. The Parties' rights and obligations, which by their nature, would extend beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration. The District may terminate the Agreement or cease to accept services hereunder at any time upon: a) a material failure of Sun to provide services that it is contracted to provide, b) any breach by Sun of any material provision of this Agreement continuing for thirty (30) days after receipt of notice thereof, c) any insolvency, bankruptcy, assignment, appointment of a trustee or receiver or similar event with respect to Sun, or d) any governmental prohibition or required alteration of services to be provided hereunder or any violation of any applicable law, rule or regulation. Such termination shall relieve the District of its obligations to pay any charges for services not incurred, as well as termination fees, if any.
- 3. The District is responsible for all Recurring and Non-Recurring Charges from and after the later of a) the Date of Acceptance or b) the District's Desired Due Date, as that date may be extended from time to time by mutual agreement of the Parties. For purposes of this Agreement, the Date of Acceptance is the earlier of 1) the date the District signs a Quality of Service Checklist or 2) two business days after Sun establishes a connection in which Sun provided service is functioning properly. In no event shall the Date of Acceptance be prior to the mutually agreed upon service delivery date established by the District and Sun. Paragraph 6 below applies to all connectivity problems. Recurring Charges will be prorated for the first and last months of the Agreement if service is not provided for a complete month. Probation of monthly charge will be based on the number of days connection was available divided by the total days in the month.



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- 4. During the Term, the District shall pay Sun for services as set forth in the Service Order. Sun shall not increase pricing during the initial term, but thereafter, Sun may increase pricing upon ninety (90) days' written notice. Normal service charges shall be paid within thirty (30) days after the date of the invoice and Sun reserves the right to charge interest on all delinquent payments at an annualized rate of two (2) percentage points above the prime rate announced by the *Wall Street Journal* from time to time.
- 5. Sun's bill shall separately state any excise, sales, use or other taxes applicable to Sun's provision of service or equipment to the District and all such taxes (however designated) shall be paid by the District in addition to any other amount owing. Sun will not collect any otherwise applicable tax if the District provides Sun with a valid exemption certificate.
- 6. At the District's request, Sun will respond to the District's premise and attempt to resolve all problems of connectivity. If it is determined that all facilities, systems and equipment furnished by Sun were functioning properly and that the connectivity problem arose from some other cause, Sun will recover labor and material costs for services actually performed at the following rates, which shall be the usual and customary rates for similar services provided by Sun to all Districts in the same locality.

Labor (4 hour minimum charge)
7 a.m. to 7 p.m. week days/\$120.00 per hour per Technician
All other times: \$200 per hour per Technician

Materials: Cost to Sun x 1.15

Sun reserves the right to modify the above rates upon ninety (90) days' advanced written notice to the District.

- 7. Sun may substitute, change or rearrange any equipment, facility or system used in providing services that does not alter the technical parameters of the services provided hereunder.
- 8. The District shall not cause or allow any facility or equipment of Sun to be rearranged, moved, removed, disconnected, altered or repaired without Sun's prior written consent. The District shall not create or allow any liens or other encumbrances to be placed on any Sun equipment, facility or system arising from any act, transaction or circumstances relating to the District. If the District elects to relocate or otherwise change the place of services after commencement of the installation facilities, the District shall pay an additional installation charge for both the original and new locations.
- 9. Sun will grant a credit allowance for service interruption calculated and credited in 10-second increments. A service interruption will be deemed to have occurred only if service becomes unusable by the District as a result of failure at Sun's facility, equipment or personnel used to provide the service in question and only where the interruption is not a result of: a) the negligence or acts of the District or its agents, b) the failure or malfunction of non-Sun equipment or systems not provided for by Sun, c) circumstances or causes beyond the control of Sun, or d) a service interruption caused by previously announced scheduled service maintenance, alteration or implementation. Such credit shall be granted only if a) the District allows Sun full and free access to the District's premises to make appropriate repairs, maintenance, testing, etc. and b) the District does not unreasonably continue to use the service on an impaired basis. The credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of five (5) minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable circuit's monthly rates. The total credit(s) for a fiscal year shall be accumulated and applied to the District portion of the E-Rate funding for that year.

The foregoing states the District's sole remedy for service interruption under the Agreement and in no event shall Sun be liable for harm to business, lost revenues, lost savings or lost profits suffered by the District, regardless of the form of action, whether in contract, warranty, strict liability, or loss, including without limitation negligence of any kind, whether active or passive.



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- 10. Sun's entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Sun by the District for the specific service giving rise to the claim. Notwithstanding the foregoing, Sun shall not be liable for any indirect, incidental, consequential, punitive or special damages. No action or proceeding against Sun shall be commenced more than one year after service is rendered.
- 11. There are no warranties, representations or agreements, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability or fitness for a particular purpose, except those expressly set forth herein.
- 12. In the event that the District cancels or terminates service at any time during the initial term of this Agreement or any renewal thereof for cause or a service interruption (as defined in Paragraph 9 above and Paragraph 13 below) then the District is not liable for liquidated damages or additional charges. However, if the District cancels or terminates service at any time during the initial term of this Agreement or any renewal thereof without cause, then the District agrees to pay Sun liquidated damages (which shall not be deemed a penalty) which shall become due and owing as of the effective date of cancellation or termination and shall be payable in accordance with Paragraph 3, above: a) all Non-Recurring charges specified in the Service Order and reasonably expended by Sun to establish service to the District plus b) any disconnection, early cancellation or termination charges reasonably incurred by Sun on behalf of the District with the District's consent, plus c) all Recurring Charges specified in the Service Order for the balance of the then current Term of this Agreement. The District shall have the option to transfer services by paying a transfer fee equal to Sun's cost incurred while transferring the service thus avoiding the liquidated damages referenced above.
- 13. For purposes of cancellation or termination of the Agreement for a Sun service interruption, such service interruption must equal 24 hours of cumulative service outage during any continuous 12-month period or a single outage of 4 hours or more. However, an abnormal act of God or unforeseen accident outside the control of Sun that causes an outage will not be considered an outage for purposes of this Agreement.
- 14. The District shall allow Sun reasonable access and right-of-way to the District's premises providing the District is given reasonable notice, such being no less than twenty-four (24) hours or upon mutual consent on a case-by-case basis for the provision and maintenance of services, equipment, facilities and systems hereunder. The District shall furnish Sun, at no charge, such equipment space and electrical power as is reasonably determined by Sun to be required and suitable to render services hereunder.
- 15. The District shall be liable for any damages to Sun equipment, facility and system which are caused by: a) negligence or willful acts or omissions of the District or b) malfunction or failure of any equipment or facility provided by the District or its agents, employees or suppliers. The District is responsible for identifying, monitoring, removing and disposing of any hazardous materials (e.g. friable asbestos) prior to any construction or installation work being performed by Sun and the District shall indemnify, defend and hold Sun harmless from any claim, suit, loss, cost or expense, including fines, abatement, charges, legal fees and court costs incurred in connection with hazardous materials on the District's premises. Sun shall be liable for any damages to the District's equipment, facility and system, which are caused by: a) negligent or willful acts or omissions of Sun or b) malfunction or failure of any equipment or facility provided by Sun or its agents, employees or suppliers. Sun shall indemnify, defend and hold the District harmless from any claim, suit, loss, cost or expense, including fines, abatements, charges, legal fees and court costs incurred in connection with Sun services provided to the District.
- 16. Neither Party may assign this Agreement without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that either Party may assign its rights and obligations hereunder a) to any subsidiary, parent company or affiliate of either Party, b) pursuant to any sale or transfer of substantially all the business of either Party or c) pursuant to any financing, merger or reorganization of either Party.



- 17. If any provision of this Agreement is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect.
- 18. No license, joint venture or partnership, express or implied, is granted by Sun pursuant to this Agreement.
- 19. Each Party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets and other proprietary information of the other Party that is disclosed pursuant to this Agreement. No obligation of confidentiality shall apply to disclosed information which the recipient a) already possessed without obligation of confidentiality, b) develops independently, or c) rightfully receives without obligation of confidentiality from a third party.
- 20. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military conflict; Act of God, inability to secure materials, labor or transportation, acts of omissions of such common carrier or warehouseman, or any other causes beyond the reasonable control. Any such delay or failure shall suspend the Agreement until Force Majeure ceases and the Term shall be extended by the length of the suspension.
- 21. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. In any action between the Parties to enforce any material provision of this Agreement, the prevailing Party shall be entitled to recover its legal fees and court costs from the non-prevailing Party in addition to whatever other relief a court may award.
- 22. Each person executing this Agreement on behalf of Sun or the District represents and warrants that s/he has been fully empowered to do so and that all necessary corporate actions (if any) required for the execution of this Agreement have been taken.

Agreed To By:

Sun Microwave, Inc.

Kings Canyon Unified School District

	<u></u>
Signature:	Signature:
Name: Albert R. Pfeltz	Name:
Title: Vice President	Title:
Date: February 3, 2011	Date:

Exhibit 1101-0203 Service Order

The District hereby requests that Sun provide the following services for the rate and term so indicated.

<u>Site</u>	<u>Bandwidth</u>	<u>Term</u>	Installation Charge	(1) <u>Monthly</u>	(2) <u>Monthly</u>
A. L. Conner Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,807.66	\$701.92
Alta Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Citrus Middle	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
General Grant Middle	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Great Western Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Jefferson Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Kings Canyon High	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Lincoln Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
McCord Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Navelencia Middle	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Orange Cove High	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Riverview Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Sheridan Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Silas Bartsch K-8	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Thomas Reed Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$653.79
Washington Elementary	1000 Mbps 6	0 Months	\$2,500	\$2,615.16	\$65 3.79
District Service Center	1000 Mbps 6	0 Months	<u>\$2,500</u>	\$2,615.16	<u>\$653.79</u>
	TOTALS		\$42,500	\$44,650.22	\$11,162.56
·	ANNUAL TOTALS	S		\$535,802.64	133,950.72

(1) First Five Years

(2) Sixth Through Tenth Year (Annual Extension)

On each twelve month anniversary, any of the links can have the capacity doubled from 1000 mbps to 2000 mbps. The non-recurring charge for this upgrade would be \$2,5000. The monthly rate would increase by a factor of 1.9.

Authorized by: Kings Canyon Unified School District

Signature:	
Name:	
Title:	
Date:	· ·
Accepted by: Sun Microwave, Inc.	
Signature:	filly >
Name: Albert R. Pfeltz	
Title: Vice President	
Date: February 3, 2011	

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PRICE EVALUATION FORM

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Kings Canyon Unified School District

OWNER	NAME:
PROJEC	T NAME:

Kings Canyon Unified Schools District
Telecommunications Wide Area Network

BID PACKAGE NO.:

0103 – 10A.8

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH QUOTE FORM:

- 1. PROPOSAL
- 2. CONTRACT & SERVICE LEVEL AGREEMENT
- 3. ATTACHMENTS
 - a. BID FORM
 - b. ITEM 21 ATTACHMENT SHEET
 - c. QUALIFICATION FORM

2. Monthly (Recurring) Price based on 5 year term

Provide a Line Item Monthly Price for each site listed below. The aggregate total of the Line Item Monthly Price *must* equal to the "Total Monthly Recurring" of the price shown below:

INSTRUCTIONS

1. Bidders shall provide a line item price for the "Recurring Price", and if applicable the "One-Time Price" for each of the site(s) listed below.

2. The District may, at its own discretion, contract individual circuits with service providers, and may not award all

circuits to one individual service provider.

3. Bidder shall provide a description and line item pricing for all "Additional" price elements that are not included in the "Recurring Price" and "One-Time Price" totals that are included in the Service Provider's bid.



Recurring Price

(Gircult/Destination	\$\delta\elle\(\text{6}\)	tictoristiyittetanahinggirleniste		Constructed Register(f) Newsylv		Presidenting Press Tracil
1. A.L. Conner Elementary	1000 mbps	\$ 2,807.66	X	60	=	\$ 168,459.60
2. Alta Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
3. Citrus Middle	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60
4. Dunlap Elementary	No Bid		Х	60	=	
5. General Grant Middle	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
6. Great Western Elementary	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60
7. Jefferson Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
8. Kings Canyon High	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60
9. Lincoln Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
10. McCord Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
11. Navelencia Middle	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60
12. Orange Cove High	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
13. Riverview Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
14. Sheridan Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
15. Silas Bartsch K-8	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
16. Thomas Reed Elementary	1000 mbps	\$ 2,615.16	Х	60	=	\$ 156,909.60
17. Washington Elementary	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60
18. District Service Center	1000 mbps	\$ 2,615.16	X	60	=	\$ 156,909.60

One-Time Price

- Location	" (1) (0) ate (4)	itatest taltast social
Kings Canyon Unified School District Office		
1. A.L. Conner Elementary		2,500.00
2. Alta Elementary		2,500.00
3. Citrus Middle		2,500.00
4. Dunlap Elementary	No I	3id
5. General Grant Middle	\$	2,500.00
6. Great Western Elementary	\$	2,500.00
7. Jefferson Elementary	\$	2,500.00
8. Kings Canyon High	\$	2,500.00
9. Lincoln Elementary	\$	2,500.00
10. McCord Elementary	\$	2,500.00
11. Navelencia Middle	\$	2,500.00
12. Orange Cove High	\$	2,500.00
13. Riverview Elementary	\$	2,500.00
14. Sheridan Elementary	\$	2,500.00
15. Silas Bartsch K-8	\$	2,500.00
16. Thomas Reed Elementary	\$	2,500.00
17. Washington Elementary	\$	2,500.00
18. District Service Center	\$	2,500.00

Additional

On each twelve (12) month anniversary, any on the seventeen links can have the capacity doubled from 1000 mbps to 2000 mbps. The non-recurring charge for this upgrade would be \$2,500. The monthly rate would increase by a factor of 1.9. As an example, the Alta Elementary link could be upgraded from 1000 mbps to 2000 mbps for a one-time charge of \$2,500 and the monthly charge would increase from \$2,615.16 to \$4,968.80. At the end on the initial term, there are five (5) one year annual extensions available. The monthly rate would be 25% of the then monthly rate. As an example, the District Service Center could extend for one year at a monthly rate of \$653.79. If the link had been upgraded to 2000 mbps, the monthly rate would be \$1,242.20.

PAGE 17 OF 30

INFINITY COMMUNICATIONS AND CONSULTING, INC. 0103 - 10A.8 Telecommunications Wide Area Network Kings Canyon Unified School District

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The bidder agrees that at the time of bid, he/she will provide a signed copy of the Service Provider Contractor Agreement and Service Level Agreement.

The bidder agrees that upon receipt of the Owner's "Notice to Proceed", he/she will provide all required documents within ten (10) calendar days after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed.**

NAME OF BIDDER: FULL NAME OF ALL	Sun Microwave, Inc. dba Sun Wireless
PARTNERS OR LEGAL NAME OF CORPORATION	Sun Microwave, Inc. dba Sun Wireless (Type or Print)
BUSINESS ADDRESS:	13868 Little Creek Lane; Valley Center, CA 92082-5810 (Type or Print)
TELEPHONE: (760) 749-57	FAX: <u>(760) 749-5790</u>
BY: (Signa	Albert R. Pfeltz, Vice President (Type Or Print Name of Title And Signature)
"I declare, under penalty of and that this declaration was	perjury, that the information provided and representations made in this bid are true and current executed on February 3, 2011 (date) at San Diego, California."
PRESIDENT OF CORPORATION:	ignature in lnk)
SECRETARY OF CORPORATION:	t G. Lonergan, President ype Or Print Name And Title Of Signature) What I was a signature in Ink)
<u>Alb</u> T)	ert R. Pfeltz, Vice President and Secretary ype Or Print Name And Title Of Signature)
CALIFORNIA STATE CONTRACTOR'S LICENSI	FEDERAL I.D. NO.: 46-0496803
LICENSE EXPIRATION DA	TYPE OF LICENSE: <u>C-7</u>
LICENSE IN THE NAME O	F: <u>Sun Microwave, Inc.</u> (Type Or Print Name)
ERATE SERVICE PROVIDE IDENTIFICATION NUMBE (SPIN)#	ER
DATED: February 3, 20	11 CORPORATE SEAL:

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Form 471 - Item 21 Attachment

FRN Number:

Billed Entity Number:

Sun Microwave, Inc

Service Provider Name: Term: 60 Month Term Proposal Date:

Kings Canyon USD

2/3/2011

(Estimated) E-Rate Funding Level:

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. 988		-					\$ 39.227.40	1	•		
Net One Time Jestilation Cost AFTER E-Rate *	lotars			-							
	Net Ope Time Installation Cost AET	FR E-Rate			\$	-					

PAGE 22 OF 30 INFINITY COMMUNICATIONS AND CONSULTING, INC. 0103 - 10A.8 Telecommunications Wide Area Network Kings Canyon Unified Bethool District

Qualification Form

001 67 20.7

Personal Broom stod

Project Name:

Telecommunications Wide Area Network

Project Number:

0103 - 10A.8

Owner:

Kings Canyon Unified School District

FCC Mail Room

The prospective Bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

-WARNING-

Certain information may lead to a determination of non-responsibility and rejection of the bid.

1.	Firm name and addres			II O Minala			
				<u>. dba Sun Wireles</u>			
		13868 Little (Creek L	ane			
		Valley Cente	r, CA 9	2082			
2.	Telephone:	(760) 749-57	70				
3.	Type of firm: (check o	ne) Individual		Partnership	Corp	_X	
4.	Names and titles of all	principals o	f the fir	rm:			
	Burt G. Lonergan	Pre	sident.	Chief Financial C	officer		
	Albert R. Pfeltz			lent, Secretary			
5.	Verify the services yo Telecommunications:		e in the	following categ	jories:	·	
	Internet Access: Ethernet speeds from 1 Mbps point-to-point with Up to 40 miles (line-of-	0 - 2000 n distances	point-t	net speeds up to so to-point with dista es (non-line-of-si	inces up to		
6.	Verify that your SPAC	is current to	date:	Yes			
7.	Number of years as provider and only the y	a Telecomm ears with the o	Providurrent	der. Include on entity in its curre	ly years as nt form:	this type of 10 Yea	of service rs
8.	In the past five years or a dispute of any ki	have you or nd on a ques	any of tion or	your principals questions relati	been in lition	jation or a blic funded	rbitration project

Ī	No.
•••	
project the firm	past five years have you or any of your principals ever failed to complete a t? Response must include information pertaining to principal's association outside of n bidding this Project. If yes, provide owner's name and details. Attach additional as necessary.
<u>1</u>	No
-	
10. Experi	ence
A.	Provide the total number of the above Systems that you have installed (not using subcontractors) in the past three years. (The winning Bidder will be responsible to provide a complete list of reference to confirm this number, if asked) Seventy-seven
B.	Provide the number of the above Systems that you have installed (not using subcontractors) in the Education K-12 Market in the last 3 years (The winning Bidder will be responsible to provide a complete list of reference to confirm this number, if asked) Thirty-six
11. Additi	onal Features
A.	Provide any additional information that you deem as pertinent to this project that will demonstrate additional functions, feature and/or cost benefits of the service that you are proposing to provide.
	To obtain the 1000 mbps of bandwidth, the microwave radios will operate as pairs across every path. This solution offers a protected scenario so that if one fails the other continues. Although the bandwidth would be
	50%, there would still be connectivity. All links have been designed to

Bidder has not completed an Erate project provide three (3) "Educational Market" projects your company has completed in the past three years. Bidder may include additional

documentation.

FOC Mail Room

Project #1

Project Name:		
Contact Information:		
Address:	Centennial Board of Cooperative Educational Services (CBOCE	<u>S</u>
	830 South Lincoln Street	
	Longmont, CO 80501	
Phone Number:	(303) 772-4420	
Contact Person:		
Name:	Perry Movick	
Title:	IT Project Manager	
Phone #:	(303) 772-4420 x 2215 or (720) 933-9982	
Description of Project:	This Colorado cooperative had six school districts	
	that needed higher speed Internet connectivity. Fiber	
	and copper were too expensive. Microwave proved to	
	be the most economical solution. Sun conducted the	
·	the initial site survey identifying the essential repeater	
	locations and proposing the needed radio equipment.	
	The company then installed all of the links and now	
	maintains the systems.	
Project Start Date:	Initial Site Survey 11/08	
	Subsequent Survey 03/09	
	Installation Commenced 06/09	
Project Completion Date:	October 2009	
Contract amount:	\$133,703.00	
Architect/Engineer:		
Firm Name:	Sun Microwave, Inc	
Contact Person:		
Name:	Al Pfeltz	
Title:	Vice President	
Phone #:	(760) 749-5770	

Project #2

Project Name:	
Contact Information:	
Address:	Sierra Unified School District
	29143 Auberry Road
	Prather, CA 93651
Phone Number:	(559) 855-3662
Contact Person:	
Name:	Dr. Michael Gardner
Title:	Superintendent
Phone #:	(559) 855-3662 x111
r none #.	1000/ 000 000E X111
Description of Project:	The District had four schools and a DO that needed to be
Description of Frejoot.	connected together at a minimum of 100 mbps and also
	tied back to the Fresno Office of Education. To accomp-
•	lish this design required that a repeater site be established
	on Black Mountain – a State owned and controlled site.
	Also a non-line-of-sight microwave system needed to be
	Utilized to connect Sierra Elementary into the MMAN.
	Offized to define of the second of the secon
Project Start Date:	Initial Site Survey 08/10
roject otait bate.	Installation Commenced 10/10
	THOUSE TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE T
Project Completion Date:	December 2010
1 Toject Completion Date.	
Contract amount:	\$383,904.00
Oomitaat amaant.	
Architect/Engineer:	
Firm Name:	Sun Microwave, Inc
Contact Person:	
Name:	Al Pfeltz
Title:	Vice President
Phone #:	(760) 749-5770
LIMIC M.	1,00/1:10 0:10

Project #3

Project Name:	
Contact Information:	•
Address:	Sierra Sands Unified School District
	113 Felspar Street
	Ridgecrest, CA 93555
Phone Number:	(760) 371-4585
Contact Person:	**************************************
Name:	Donnie Morrison
Title:	Director of Technology
Phone #:	(760) 371-4585 or (760) 382-7563
i none #.	
Description of Project:	Familiar with wireless technology, the District wanted
Description of Frequen	greater capacity to its 11 schools. It also felt that a
	protected design was essential. Later in the project they
	wanted a GigE connection between the old and new
,	DO's. Sun provided a solution that met all of the needs.
Project Start Date:	June 2007
Project Completion Date:	September 2008
Contract amount:	\$718,559.00
Contract amount.	Ψ7 10,000.00
Architect/Engineer:	
Firm Name:	Sun Microwave, Inc
Contact Person:	
Name:	Al Pfeltz
Title:	Vice President
Phone #:	(760) 749-5770
i liviiw	

Support | Locations | MG English Fedex. 100 FedEx Office® Search fedox.com Track Manage Printer-Friendly Get Link **Detailed Results** Rousived himee dad Enter tracking number Detailed Results Notifications COT 27 28:7 Tracking no.: 888054697439 Select time format: 12H | 24H E-mail notifications Delivered In transit Delivered Picked up Delivered Signed for by: H.JARRELS Shipment Dates Ship date Jan 31, 2011 Delivery date Feb 1, 2011 9:53 AM Signature Proof of Delivery Hein **Shipment Options** Hold at FedEx Location Hold at FedEx Location service is not available for this shipment. Heip **Shipment Facts** Receptionist/Front Desk Delivered to Service type Weight Priority Envelope 1.0 lbs/.5 kg Help Shipment Travel History Select time zone: Local Scan Time All shipment travel activity is displayed in local time for the location Activity Location Details Date/Time Feb 1, 2011 9:53 AM Delivered Feb 1, 2011 9:21 AM On FedEx vehicle for delivery BAKERSFIELD, CA Feb 1, 2011 8:42 AM At local FedEx facility BAKERSFIELD, CA OAKLAND, CA Feb 1, 2011 2:45 AM Departed FedEx location Jan 31, 2011 11:10 PM Arrived at FedEx location OAKLAND, CA ONTARIO, CA Jan 31, 2011 8:59 PM At dest sort facility Jan 31, 2011 5:58 PM Left FedEx origin facility CARLSBAD, CA Jan 31, 2011 4:11 PM CARLSBAD, CA Sign up for FedEx® Billing Online Plus to save paper, save time and enter for a chance to win Follex Dosktop: Tracking at your tingertips Search fedex.com FedEx. Will United States · English Follow FedEx Companies Customer Focus Featured Services FedEx SameDay FedEx Home Delivery New Customer Center FedEx Express FedEx Ground Small Business Center The new fedex.com. Service Guide Packaging Services FedEx Office **Customer Support** Ancillary Clearance Services FedEx Freight lt's here. Learn more FedEx Custom Critical My FedEx Rewards FedEx Trade Networks FedEx SupplyChain Other Resources Company Information Compatible Solutions Program About FedEx Developer Resource Center Careers FedEx Ship Manager Software investor Relations FedEx Mobile

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FOOT 12.7.2917

Attachment 4

FCC Form 486	Do Not Write in	this Area	Approval by OMB 3060-0853 Estimated time per response: 1.5 hours
	Schools and Lib Receipt of Serv	raries Universal Service Confirmation Fo	vice rm
To be completed by the Billed Entity Please read instructions before complete.	eting.	(You can	also file online at www.usac.org/sl.)
Applicant's Form Identifier Yr14-1		Form 486 Appli	cation#: 858107 d by administrator)
(Create your own code to identify THI	S Form 486)	(10 De assigne	g b) dan milot ales)
Block 1: Billed Entity informat	on		
1. Name of Billed Entity			
KINGS CANYON UNIF SCHOOL D	IST		
2. Billed Entity Number 144054	3. Funding Yea	r July 1, 2011	through June 30, 2012
4. Complete Mailing Address of Bli Street Address, P.O. Box, or Rout	led Entity e Number 675 W MANI	NING AVE	
City REEDLEY		State CA	Zip Code 93654 - 2427
Telephone Number 559-305-7010	Extension	Fax Number	559-637-1292
5. Contact Person Information Contact Person Name Nanette	Rodriguez		
Street Address, P.O. Box or Route N 1800 30th Street Suite 175	umber		
City Bakerfield			
State CA	Zip Code 93301 -		
Check the box next to the preferre	ed mode of contact. (At leas	t one box MUST be c	hecked.)
Telephone Number 661-716-1840	Extension	Fax Num	nber 661-716-1841
	@infinitycomm.com		



Page 1 of 7

FCC Form 486

		·			Yr14-Tel
Entity Number	•	144054	A	pplicant's Form Identifier	
Contact Perso		Nanette Rodriguez		Phone Number	661-716-1840
Block 2: Ear	y Filing Info	rmation and CIPA Waive	r Requests		
6a. Early Filling	g				
BEFORE JULY	731 OF THE F	THE FRNS ON THIS FORM A UNDING YEAR.			-
	Commitment D those Funding	equests listed in Block 3 have ecision Letter (FCDL). I have e Requests that these services t	will start on or bei	ore July 31 of the Funding Ye	ar.
		ly filing using Item 6a is an of the relevant Funding Year, e, and the Form 486 is posts			
6b. CIPA Wais					
CCCOND ELM	IDING YEAR A ED ENTITY AR I am providing make the certi	YOU ARE REQUESTING A INTERPRETATION OF THE ADMINISTRATIVE AUTOMOTION OF THE AU	THORITY. e of the start of dispersion and rules of the start of dispersion and rules of the start of the sta	scounted services, I am unablection Act, as codified at 47 U	e to J.S.C. §
	requirements schools or libr brought into c after April 20,	prevent the making of the certi aries represented in the Fundii ompliance with the CIPA requi 2001 in which they apply for di	ing Request Numbers irements before the	oc/e) on this Form 486 will be	
6c. CIPA W	aiver for Libra	ries for Funding Year 2004		DE DECLUDENTA EOR E	LINDING
I VENDOMA	JE YOU AS TH	IF YOU ARE REQUESTING IE BILLED ENTITY ARE THE NTED ON THIS FORM 486.	A WAIVER OF C ADMINISTRATIV	E AUTHORITY FOR THE	ONDING
	2004, I am ur codified at 47 or competitive	g notification that, as of the dat hable to make the certifications U.S.C. § 254(h) and (l), because bidding requirements prevent e libraries represented in the F compliance with the CIPA requ	use my state or lo t the making of the	cal procurement rules or regu e certification(s) otherwise red Number(s) on this Form 486 w	lations guired. I rill be
L					

FCC Form 486

Entity Number	144054	Applicant's Form Identifier	Yr14-Tel
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840
			, , , , , , , , , , , , , , , , , , ,

Block 3: Service Information

7. Please provide the following information for each Form 471 Block 5 (Discount Funding Request) item for which the Billed Entity is indicating that the named service provider may begin submitting invoices to SLD. You will need your FCDL for some of the information required below.

Remember: The FRNs listed below must be from the same Funding Year as is listed in Block 1, item 3. If you need additional pages, please label them 4A, 4B, 4C, etc. and indicate the number in the space provided here:

(A) 471 Application Number From FCDL	(B) Funding Request Number (FRN) From FCDL	(C) Service Provider Identification Number (SPIN) From FCDL	(D) Service Provider Name From FCDL	(E) Funding Year Service Start Date (Earliest Date that Discounted Services Will Begin)
806575	2187796	143024442	Sun Microwave, Inc	7/1/2011
779095	2110287	143027372	SCHOOLWIRES INC.	7/1/2011
779095	2110286	143014134	Fresno County Superintendent of Schools	7/1/2011
806575	2187804	143014134	Fresno County Superintendent of Schools	7/1/2011
779095	2110284	143000677	Verizon Wireless	7/1/2011



Page 3 of 7

FCC Form 486

Entity Number	144054	Applicant's Form identifier	Yr14-Tel
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840

Service Information Additional Page: 4A

(A) 471 Application Number From FCDL	(B) Funding Request Number (FRN) From FCDL	(C) Service Provider Identification Number (SPIN) From FCDL	(D) Service Provider Name From FCDL	(E) Funding Year Service Start Date (Earliest Date that Discounted Services Will Begin)
779095	2110282	143004769	Verizon California Inc.	7/1/2011
779095	2110281		SBC Long Distance, LLC.	7/1/2011
779095	2110280	143002665	Pacific Bell Telephone Company	7/1/2011
779095	2110279	143022137	AT&T Corp.	7/1/2011
779095	2110277	143022137	AT&T Corp.	7/1/2011



Entity Number	144054	Applicant's Form identifier	Yr14-Tel
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840

Service Information Additional Page: 4B

(A) 471 Application Number From FCDL	(B) Funding Request Number (FRN) From FCDL	(C) Service Provider Identification Number (SPIN) From FCDL	(D) Service Provider Name From FCDL	(E) Funding Year Service Start Date (Earliest Date that Discounted Services Will Begin)
779095	2110276	143001192	AT&T Corp.	7/1/2011
779095	2110275	143002665	Pacific Bell Telephone Company	7/1/2011
779095	2110285	143026397	Verizon Online LLC	7/1/2011



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herein are true.

Entity Number 144054		144054	Applicant's Form Identifier	Yr14-Tel		
Contac	Contact Person Nanette Rodriguez		Phone Number	661-716-1840		
Block 4	:Certification	s and Signature				
8. I certify that the entity(ies) receiving discounted services as indicated on this Form 486 are covered by technology plan(s) that have been approved by a state or other authorized body? a USAC-certified technology plan approver? prior to the commencement of service and that cover all 12 months of the funding year. If applicable, provide the name(s) of the organization(s) that approved a technology plan for any eligible entity that is receiving services covered under this Form 486. If EVERY FRN listed in the Form 486 is for basic telephone service only, enter "NONE" here.						
Califor	rnia Department	of Education				
*						
			`			
9. 🗸	eligible entition the services am authorize	es identified in the Form 471 application isted on this Form 486 except for those d to submit this receipt of service confir	e been, are planned to be, or are being prov (s) cited above. I certify that there are signer services provided on a tariff or month-to-mon mation on behalf of the above-named Billed owledge, information, and bellef, all stateme	d contracts covering all of onth basis. I certify that I Entity; that I have		

I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the services receive an appropriate share of benefits from those services. I recognize that I may be audited pursuant to this application and will retain for five years any and all records, including Forms 479 where required, that I rely upon to complete this form and, if audited, will make available to the Administrator such records.

NOTES FOR COMPLETING THE CERTIFICATIONS IN ITEM 11: A Billed Entity who is the Administrative Authority must check item 11a or 11b or 11c. Check only ONE item. If the Billed Entity is not the Administrative Authority, skip to item 11d. A Billed Entity who represents one or more Administrative Authorities must check item 11d or 11e. (See the Form 486 instructions for item 11, "Special Notes for Billed Entities Who Represent One or More Administrative Authorities.") A Billed Entity who represents one or more Administrative Authorities in Employ Veges after Funding Veges 2001 and who chacks Entity who represents one or more Administrative Authorities in Funding Years after Funding Year 2001 and who checks Item 11d must check Item 11f or 11g. (See the Form 486 instructions for Item 11, "Special Notes for Billed Entities Who Represent One or More Administrative Authorities.")

IF THIS FORM PERTAINS TO A FUNDING YEAR PRIOR TO FUNDING YEAR 2001 (THE FUNDING YEAR BEGINNING JULY 1, 2001), SKIP TO ITEM 12.



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FCC Form 486

April 2007

Page 4 of 7

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700	

Entity Number	144054	Applicant's Form Identifier	Yr14-Tel
Contact Perso	n Nanette Rodriguez	Phone Number	661-716-1840
11. FOR A BIL	LED ENTITY WHO IS THE ADMINISTRATIVE A	AUTHORITY:	
l certify	that as of the date of the start of discounted ser	vices:	•
a. 🗸	the recipient(s) of service represented in the Fu complied with the requirements of the Children' and (i).		
b. 🗌	pursuant to the Children's Internet Protection A service represented in the Funding Request Nu	ct, as codified at 47 U.S.C. § 254(h) and (l), t imber(s) on this Form 486:	he recipient(s) of
٠.	SCHOOLS and FOR LIBRARIES IN THE FIRST undertaking such actions, including any necessarequirements of CIPA for the next funding year, this funding year.	ary procurement procedures, to comply with t	he
(FOR F	FUNDING YEAR 2003 ONLY: FOR LIBRARIES I PURPOSES OF CIPA) is (are) in compliance wi undertaking such actions, including any necessi requirements of CIPA under 47 U.S.C. § 254(h)	th the requirements of CIPA under 47 U.S.C. ary procurement procedures, to comply with t	§ 254(I) and
	the Children's Internet Protection Act, as codified recipient(s) of service represented in the Funding discount services only for telecommunications se	Request Number(s) on this Form 486 is (are	because the e) receiving
FOR A BII	LLED ENTITY WHO REPRESENTS ONE OR M	ORE ADMINISTRATIVE AUTHORITIES	
d. 🗌	I certify as the Billed Entity for the consortium to from all eligible members of the consortium.	nat I have collected duly completed and signe	ed Forms 479
е. [I certify as the Billed Entity for the consortium to under the universal service support mechanism telecommunications services, and therefore the codified at 47 U.S.C. § 254(h) and (l), do not approximately considered to the code of the consortium to the consortiu	on behalf of eligible members of the consort requirements of the Children's internet Prote	ium are
For Fundi	ing Years after Funding Year 2001: If you che	cked Item 11d above, check ONE of the bo	xes below:
f. 🗌	I certify that some or all of the eligible consortiu CIPA Walver, and upon request from the Admir	m members checked Form 479 Item 6d or Ite nistrator I can provide this information; OR	em 6e to seek a

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

I certify that no eligible consortium members checked Form 479 Item 6d or Item 6e to seek a CIPA Waiver.

See the Form 486 Instructions for Item 11, "Special Notes for Billed Entities Who Represent One or More Administrative Authorities."

The certification language above is not intended to fully set forth or explain all the requirements



Page 5 of 7

FCC Form 486

FCC Form 486

Do Not Write In This Area

Entity Number

144054

Applicant's Form Identifier

Yr14-Tel

Contact Person

Nanette Rodriguez

Phone Number

661-716-1840

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

12. Signature of authorized person

13. Date

14. Printed name of authorized person

Ronald Hudson

15. Title or position of authorized person

Deputy Superintendent

16a. Street Address, P.O. Box, or Route Number

675 West Manning

City

Reedley

State

Zip Code

93654 -

16b. Telephone number of authorized person

Extension

16c. Fax number of authorized person

559-637-1210

Page 6 of 7

559-637-1292

16d. Email address of authorized person

hudson-r@kcusd.com



FCC Form 486

Entity Number

144054

Applicant's Form Identifier

Yr14-Tel

Contact Person

Nanette Rodriguez

Phone Number

661-716-1840

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the

The public reporting for this collection of information is estimated to range from 1 to 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

Please submit this form to:

SLD Form 486 P. O. Box 7026 Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, send this form to:

SLD Forms ATTN: SLD Form 486 3833 Greenway Drive Lawrence, Kansas 66046 888-203-8100



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Page 7 of 7

FCC Form 486

Need Help?

Reached & Inspected

001 27 2017

FCC Idail Room

☐Print Preview

Form 486 Receipt of Service Confirmation Form

Applicant's Form Identifier: Yr14-Tel

Form 486 Number:

858107

Security Code:

78631

Please record your Form 486 Number and Security Code. You will need this information If you wish to exit and then return later to this online Form 486 application.

Save & Exit

< Previous

Next >

SLD Home | Contact Us
Client Service Bureau: 1-888-203-8100
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FCC Form 486	Do Not Write in	this Area	Approval by OMB 3060-0853 Estimated time per response: 1.5 hours			
• • • • • • • • • • • • • • • • • • •	Schools and Libraries Universal Service Receipt of Service Confirmation Form					
To be completed by the Billed Entity Please read instructions before completi	ng.	(You ca	n also file online at www.usac.org/sl.)			
Applicant's Form Identifier Yr14 (Create your own code to Identify THIS)	orm 486)	Form 486 Application#: 897522 (To be assigned by administrator)				
Block 1: Billed Entity Information	1					
1. Name of Billed Entity		`	· ·			
KINGS CANYON UNIF SCHOOL DIS			20.000			
2. Billed Entity Number 144054	3. Funding Yea	r July 1, 2011	through June 30, 2012			
4. Complete Mailing Address of Billed Entity Street Address, P.O. Box, or Route Number 675 W MANNING AVE						
City		State CA	Zip Code 93654 - 2427			
REEDLEY Telephone Number 559-305-7010	Extension	Fax Number	559-637-1292			
Contact Person Information Contact Person Name Nanette Rodriguez						
Street Address, P.O. Box or Route Nur 1800 30th St Suite 175	nber					
	,					
City Bakersfield		-				
State CA	Zip Code 93301 -	·				
Check the box next to the preferred mode of contact. (At least one box MUST be checked.) Telephone Number Extension Fax Number 661-716-1840						
Email Address nrodriguez@	nfinitycomm.com					



Page 1 of 7

FCC Form 486

Entity Number	144054	Applicant's Form Identifier	Yr14	
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840	
Block 2: Early Filing In	formation and CIPA Walver Red	júests		
6a. Early Filing				
CHECK THE BOX BELOW BEFORE JULY 31 OF THE		RE FOR SERVICES STARTING ON OR		
The Funding Requests listed in Block 3 have been approved by USAC as shown in my Funding Commitment Decision Letter (FCDL). I have confirmed with the service provider(s) featured in those Funding Requests that these services will start on or before July 31 of the Funding Year.				
Remember: Early filing using Item 6a is an option if and ONLY if services will start within the month of July of the relevant Funding Year, all relevant certifications in Block 4 can be accurately made, and the Form 486 is postmarked on or before July 31 of the Funding Year.				
6b. CIPA Walver				
CHECK THE BOX BELOW IF YOU ARE REQUESTING A WAIVER OF CIPA REQUIREMENTS FOR THE SECOND FUNDING YEAR AFTER APRIL 20, 2001 IN WHICH YOU HAVE APPLIED FOR DISCOUNTS IF YOU AS THE BILLED ENTITY ARE THE ADMINISTRATIVE AUTHORITY.				
make the cer 254(h) and (l requirements schools or lik brought into	rtifications required by the Children's In I), because my state or local procureme s prevent the making of the certification praries represented in the Funding Reg	uest Number(s) on this Form 486 will be s before the start of the Third Funding Yea	S.C. § ing	
6c. CIPA Waiver for Libraries for Funding Year 2004				
CHECK THE BOX BELOW IF YOU ARE REQUESTING A WAIVER OF CIPA REQUIREMENTS FOR FUNDING YEAR 2004 IF YOU AS THE BILLED ENTITY ARE THE ADMINISTRATIVE AUTHORITY FOR THE LIBRARY(IES) REPRESENTED ON THIS FORM 486.				
2004, I am u codified at 4 or competitiv	mable to make the certifications require 7 U.S.C. § 254(h) and (l), because my see bidding requirements prevent the manage libraries represented in the Funding	start of discounted services in Funding Yeld by the Children's Internet Protection Act state or local procurement rules or regulationing of the certification(s) otherwise require Request Number(s) on this Form 486 will be sefore the start of the Funding Year 200	, as ons ed. I be	

Entity Number	144054	Applicant's Form Identifier	Yr14
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840
Block 3: Service in	fa rivatan		

7. Please provide the following information for each Form 471 Block 5 (Discount Funding Request) item for which the Billed Entity is indicating that the named service provider may begin submitting invoices to SLD. You will need your FCDL for some of the information required below.

Remember: The FRNs listed below must be from the same Funding Year as is listed in Block 1, Item 3. If you need additional pages, please label them 4A, 4B, 4C, etc. and Indicate the number in the space provided here:

Page

(A) 471 Application Number From FCDL	(B) Funding Request Number (FRN) From FCDL	(C) Service Provider Identification Number (SPIN) From FCDL		(E) Funding Year Service Start Date (Earliest Date that Discounted Services Will Begin)
779775	2111610	143025872	Trillion Partners, Inc	7/1/2011



0486010303

Page 3 of 7

FCC Form 486

Entity Number 144054 Applicant's Form Identifier Yr14 Contact Person 661-716-1840 Nanette Rodriguez **Phone Number** Block 4:Certifications and Signature I certify that the entity(ies) receiving discounted services as indicated on this Form 486 are covered by technology plan(s) that have been approved by a state or other authorized body? a USAC-certified technology plan approver? prior to the commencement of service and that cover all 12 months of the funding year. If applicable, provide the name(s) of the organization(s) that approved a technology plan for any eligible entity that is receiving services covered under this Form 486. If EVERY FRN listed in the Form 486 is for basic telephone service only, enter "NONE" here. California Department of Education

- V I certify that the services listed on this Form 486 have been, are planned to be, or are being provided to all or some of the eligible entities identified in the Form 471 application(s) cited above. I certify that there are signed contracts covering all of the services listed on this Form 486 except for those services provided on a tariff or month-to-month basis. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named Billed Entity; that I have examined this request; and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.
- I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the services receive an appropriate share of benefits from those services. I recognize that I may be audited pursuant to this application and will retain for five years any and all records, including Forms 479 where required, that I rely upon to complete this form and, if audited, will make available to the Administrator such records.

NOTES FOR COMPLETING THE CERTIFICATIONS IN ITEM 11: A Billed Entity who is the Administrative Authority must check Item 11a or 11b or 11c. Check only ONE Item. If the Billed Entity is not the Administrative Authority, skip to Item 11d. A Billed Entity who represents one or more Administrative Authorities must check Item 11d or 11e. (See the Form 486 Instructions for Item 11, "Special Notes for Billed Entities Who Represent One or More Administrative Authorities.") A Billed Entity who represents one or more Administrative Authorities in Funding Years after Funding Year 2001 and who checks Item 11d must check Item 11f or 11g. (See the Form 486 Instructions for Item 11, "Special Notes for Billed Entities Who Represent One or More Administrative Authorities.")

> IF THIS FORM PERTAINS TO A FUNDING YEAR PRIOR TO FUNDING YEAR 2001 (THE FUNDING YEAR BEGINNING JULY 1, 2001), SKIP TO ITEM 12.



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FCC Form 486

Entity Number	144054	Applicant's Form Identifier	Yr14
Contact Person	Nanette Rodriguez	Phone Number	661-716-1840
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FCC Form 486

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FCC Form

Do Not Write In This Area

Approval by OMB 3060-0853

Application ID: 897522

Entity Number

144054

Applicant's Form Identifier

Yr14

Contact Person

Nanette Rodriguez

Phone Number

661-716-1840

I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named Billed Entity, that I have examined this request, and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

12. Signature of authorized person

13. Date

6/13/2012 4:35:55 PM

14. Printed name of authorized person

Ron Hudson

15. Title or position of authorized person

Deputy Superintendent

16a. Street Address, P.O. Box, or Route Number

675 West Manning Ave

City

Reedley

. .

Zip Code

93654 -

Extension

16c. Fax number of authorized person

559-305-7010

16d. Email address of authorized person

16b. Telephone number of authorized person

hudson-r@kcusd.com

559-637-1186

Please submit this form to:

SLD Form 486 P. O. Box 7026 Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, send this form to:

SLD Forms ATTN: SLD Form 486 3833 Greenway Drive Lawrence, Kansas 66046 888-203-8100



0486010603

Page 7 of 7

FCC Form 486

Need Help?

ECO 11201 1003

Form 486

Receipt of Service Confirmation Form.

Applicant's Form identifier: Yr14
Form 486 Number: 89752:

Security Code:

14303

Please record your Form 486 Number and Security Code. You will need this information if you wish to exit and then return later to this online Form 486 application.

Save & Exit

< Previous

Next >

SLD Home | Contact Us
Client Service Bureau: 1-888-203-8100
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CCT 2.7.2817

Attachment 5





FCC Mail Room

Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2011: July 1, 2011 - June 30, 2012

May 09, 2016

Nanette Rodriguez KINGS CANYON UNIF SCHOOL DIST 1800 30th Street Suite 175 Bakersfield, CA 93301

Re: Form 471 Application Number:

779775

Funding Year:

2011

Applicant's Form Identifier:

Yr14-Trlln

Billed Entity Number:

144054

FCC Registration Number:

0006743595

SPIN-

143037344

Service Provider Name:

Affiniti, LLC

Service Provider Contact Person:

Mary Rudokas

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see

https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

- 1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
- 2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
- · Billed Entity Name,
- Form 471 Application Number,
- · Billed Entity Number, and
- FCC Registration Number (FCC RN) from the top of your letter.
- 3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
- 4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal Schools and Libraries Program - Correspondence Unit 30 Lanidex Plaza West PO Box 685 Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at http://www.usac.org/sl/tools/samples.aspx for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program Universal Services Administrative Company

cc: Mary Rudokas Affiniti, LLC

Funding Commitment Adjustment Report for Form 471 Application Number: 779775

COT 2 7 2017

FCC Mai Ream

Funding Request Number:

2111610

Services Ordered:

TELCOMM SERVICES

SPIN:

143037344

Service Provider Name:

Affiniti, LLC

Contract Number:

Trillion

Billing Account Number:

Site Identifier:

144054

Original Funding Commitment:

\$290,549.28

Commitment Adjustment Amount:

\$290,549.28

Adjusted Funding Commitment:

\$0.00

Funds Disbursed to Date

\$123,155.36

Funds to be Recovered from Applicant:

\$123,155.36

Funding Commitment Adjustment Explanation:

During an audit, it was determined that this funding commitment must be rescinded in full. The applicant received duplicate services. The FCC has defined duplicate services as those that deliver the same functionality to the same population in the same location during the same time period. The applicant billed USAC for duplicate services from Trillion after USAC had already disbursed funding for the same services from Sun Wireless for Telcomm Services for 100mbps circuits. FCC rules prohibit the funding of duplicate services. Since you received funding for services that meet the definition of "duplicate" under FCCs rules, the commitment has been rescinded in full and USAC will seek recovery of all disbursed funds from the applicant.

FCC Mail Doom

Brittany Mosqueda or Corrina Rodriguez KINGS CANYON UNIF SCHOOL DIST 4909 Calloway Drive Suite 102 Bakersfield, CA 93312

Attachment 6

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0112726.7

Service Certification for SLD Invoices

FCC Hall Rusin

Invoice 1543859, Line 5177251

Service Provider Name	Sun Microwave, Inc
Service Provider SPIN	143024442
Service Provider Invoice #	11100
Undiscounted Invoice Amount	\$719,687.68
Discounted Invoice Amount	\$618,931.40

Applicant Name	KINGS CANYON UNIF SCHOOL DIST
Representative / Contact Name	Jerry Edmunds
Representative / Contact Title	Technology Coordinator
Representative / Contact Phone	(559) 305-7044
Billed Entity Number (BEN)	144054
471 Number	806575
FRN	2187796
Date Goods/Services Delivered	10/1/11
Date Goods/Services were or will be Installed	10/1/11
Date Applicant Portion Paid and Check No. or Date will be Paid	11/4/11

This is to certify that I am authorized to represent the above named Applicant. This is also to certify the services described on the attached vendor invoice were delivered and/or installed as indicated by the date(s) above.	Or	The charges represented by the above represented invoice are deposits or up-front charges for services, which have not been delivered, and have been agreed to based on the contract between the above referenced Applicant and Service Provider
Copy of <u>detailed</u> vendor invoice must be attached. Contract with Service Provider above is for		Copy of <u>supporting contract</u> must be attached if indicated below
Delivery only Yes No		indicated delow
Delivery and Installation Yes X No		Supporting Contract Required YESNO
Signed CACL AMOND		Signed:
Date: 10/17/11		Date:

Revised 04/05/05

Schools and Library Division (USAC)